

EXHIBIT A

For customer service 24/7, call:

Connecticut
800 428-7000

New Jersey
800 428-7000

Maine
800 295-7400

New York
800 836-0853 (Upstate)
800 428-7000 (Metro)

Massachusetts
800 747-7000

Pennsylvania
800 428-7000

New Hampshire
800 224-5563

Vermont
800 257-0899

TDBanknorth.com



Member **FDIC**

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BUSINESS DEPOSIT ACCOUNT AGREEMENT

BUSINESS DEPOSIT ACCOUNTS



This is an important document. It contains the contract governing your deposit relationship with the Bank and required legal disclosures. Please have it translated.

Este es un documento importante. Contiene el contrato que gobierna su relación de depósitos con el Banco y declaraciones requeridas por ley. Por favor, mande a hacer la traducción de este documento.

Ce document est important. Il contient le contrat exécutant votre rapport de versement avec la Banque et les publications légales. Veuillez le faire traduire s'il-vous-plait.

Este é um documento importante. Ele contém o contrato que governa a sua relação de depósitos com o banco e declarações requeridas por lei. Por favor traduza-o.

كثتقال ع مكحي دق ع ىل ع يوتحت قماه قق يثو هذ
اينون اق قبول طلمات افوش كل او كنبل ا عم عي عادي الى
امت جرت عاجل.

這是一份重要文件。其中包含有關您與銀行之間存款關係的合約，以及所需的法律披露事宜。請翻譯此文件。

"នេះជាឯកសារមួយសំខាន់ណាស់ ។ ឯកសារនេះមានព័ត៌មានស្តីពីកិច្ចសន្យាគ្រប់គ្រងលើ
ទំនាក់ទំនងនៃការកក់ប្រាក់របស់អ្នកជាមួយធនាគារ ហើយវាផ្តល់ព័ត៌មាន
ស្របច្បាប់ ។ សូមឱ្យគេបកប្រែឯកសារនេះ ។"

Ini adalah dokumen penting. Dokumen ini berisi kontrak yang mengatur hubungan simpanan Anda dengan Bank dan ketentuan dan persyaratan yang dibutuhkan. Silakan diterjemahkan.

본 문서는 중요합니다. 여기에는 은행과의 예금관계 계약과 법적으로 요구되는 공시가 실려 있습니다. 본 문서를 번역 하시기 바랍니다.

Это важный документ. Он включает в себя контракт, регулирующий внесение депозитных вкладов на счета, содержащиеся в нашем банке, а также юридический порядок предоставления информации о счетах. Пожалуйста, попросите, чтобы этот документ перевели для вас.

" Đây là tài liệu quan trọng. Tài liệu này bao gồm hợp đồng chi phối tương quan giữa việc ký thác tiền bạc của quý vị với Ngân Hàng và sự tiết lộ nội dung hoạt động theo đòi hỏi của pháp luật. Vui lòng nhờ dịch tài liệu này sang tiếng Việt để hiểu rõ."

WELCOME to TD Banknorth

IMPORTANT NOTICE: TD Bank, N.A. is a single-insured financial institution that operates under the names TD Banknorth and TD Bank. This document governs the deposit accounts that you open or have opened only at TD Banknorth locations. Deposit accounts that you open or have opened at Commerce Bank and/or Commerce Bank/North locations, now known as TD Bank, are governed only by the Commerce Bank (TD Bank) Deposit Account Rules, Regulations, Disclosures, and Privacy Notice brochure.

We are pleased to offer you this Business Deposit Account Agreement ("Agreement") that governs the terms and conditions of your business deposit account(s) with us. This Agreement consists of the parts below, as well as the Rate Sheet(s), Fee Schedule(s) and Schedule of Charges published by the Bank from time to time. We hope this Agreement provides you with all of the information you want to know about your business deposit account(s). If you have any questions, or would like to learn more about our business deposit account products and services, please contact any of our banking offices or call the Direct Banking Center. We will be happy to assist you.

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Definitions:

Throughout this Agreement (Parts I-IV), unless otherwise indicated, the following words have the meanings given to them below:

- a) **"Account"** means your Business Checking Account, Savings Account, Money Market Account and/or CD Account with us, as applicable, unless limited by the heading under which it appears.
- b) **"Business Day"** means every day, except Saturdays, Sundays, and federal holidays.
- c) **"Calendar Day"** means every day, including Saturdays, Sundays, and federal holidays.
- d) **"Bank," "we," "us," and "our"** refer to TD Banknorth. "TD Bank, N.A." refers to TD Banknorth and TD Bank.
- e) **"You" and "Your"** mean each depositor who opens an Account, and any joint owner of each Account.

Part I: Business Deposit Account Agreement

By opening and maintaining an Account with the Bank, you agree to the terms and conditions of this Agreement, so you should read this Agreement thoroughly and keep it with other important records. If and to the extent the terms and conditions of this Agreement vary from the provisions of the Uniform Commercial Code as adopted in your state or commonwealth, the terms and conditions of this Agreement shall control. This Agreement includes your promise to pay the charges listed on the Fee Schedule and Schedule of Charges and your permission for us to deduct these charges, as earned, directly from your Account balance. You also agree to pay any additional reasonable charges we may impose for services you request which are not contemplated by this Agreement but are disclosed in our Fee Schedule(s) which may be amended from time to time.

Identification

Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. When you open an account, we will ask for your name, legal address, date of birth, social security or tax identification number, and other information that will allow us to identify you. We may also ask to see your driver's license or any other identifying documents.

Interest Bearing Checking Accounts

Interest bearing Checking Accounts may be opened and maintained only by individuals and certain eligible associations and business entities, such as non-profit corporations, associations, and sole proprietors. We may close your Checking Account or convert it to a non-interest bearing Checking Account if you are not an eligible association or business entity.

Authorized Signers

You agree to give us certified copies of resolutions from your board of directors or other governing body, if any, or other certificate or evidence of authority satisfactory to us which specifically authorizes certain persons to take certain actions with respect to any of your Accounts, including, without limitation, signing, accepting, or endorsing checks, notes, bills, drafts, or other instruments drawn or deposited to your Accounts, or otherwise transferring funds to or from your Accounts ("Authorized Signers"). Such resolutions or other certificates of evidence of authority must set forth the name and title of each Authorized Signer, and must be in a form and substance satisfactory to us. Until properly notified in writing of any change in such authorization, we may pay, apply, or otherwise honor and charge your Account, without inquiry, without limit as to amount, and without regard to the application of the proceeds thereof (even if drawn or endorsed to the order of any Authorized Signer or other person signing the same, and/or tendered by such person for cashing, in payment of the individual obligation of such person, and/or for deposit to such person's personal account), for all instruments or orders for payment or transfer of money for whatever purpose.

To the fullest extent permitted by applicable law, you hereby waive demand, presentment, protest, notice of protest or dishonor, and all other notices relating to any instrument made, drawn, or endorsed in your name, when such instrument is signed, accepted or endorsed by an Authorized Signer. You must notify us immediately and in writing of any change in the status of any Authorized Signers. We may ask you to give us additional documentation. No action taken by us before we receive proper notification in writing of any such change shall be affected by any such notice. You agree to send any such written notice to the branch where you opened your Account.

No Two-Signer Accounts

We do not offer accounts on which two or more signatures are required for a check or other withdrawal. Notwithstanding any provisions to the contrary on any signature card or other agreement you have with us, you agree that if any Account purports to require two or more signers on items drawn on the Account, such provision is solely for your internal control purposes and is not binding on us. If more than one person is authorized to write checks or draw items on your Account, you agree that we can honor checks signed by any Authorized Signer, even if there are two or more lines on the items for your signature and two signatures are required.

Joint Accounts

- a) **Each of You Can Control the Account.** If more than one of you opens an Account and signs a signature card or other documentation as an owner of the Account (other than persons signing as Authorized Signers for the same principal), the Account will be a joint Account. All of you are considered "joint tenants" of your Account. This means that each of you can control your Account as if you were the only Account owner, including the right to withdraw all the funds and close your Account.
- b) **Joint and Several Liability.** Your liability as an owner of a joint Account is joint and several. This means that we can enforce this Agreement against any one of you, some of you, or all of you. This also means that we can look for repayment of any amount owed us as a result of any withdrawal, transfer or any other transaction made in connection with your joint Account from any one of you, some of you, or all of you.
- c) **Signatures and Endorsements.** Each of you, as an owner of a joint Account, guarantees that the signatures of (i) all other Account owners, and/or (ii) the Authorized Signers for the other Account owners are genuine. Each of you agrees to give us any missing endorsement(s) of any other Account owner(s) or the Authorized Signer(s) for the other Account owner(s) when we ask you.
- d) **Deposits to Your Account.** All deposits to your joint Account will become the property of each of you. Each of you agrees that we may credit to the joint Account any check or other item that is payable to the order of any one or more of you, even if the check or other item

is endorsed by less than all or by none of you. When this credit is final, it will be considered by you and by us to be full payment of the check or other item to each Account owner named as payee.

- e) **Withdrawals from Your Account.** Subject to the terms of this Agreement, we will pay checks and other items drawn, and honor withdrawal requests made, by any of you. We may also follow instructions about your Account from any one of you. We may do any of these things without liability to the other Account owners. We may be required by service of legal process to hold or remit funds held in a joint Account to satisfy an attachment or judgment entered against, or other valid debt incurred by, any owner of the Account.
- f) **Right of Survivorship.** Except as otherwise provided by applicable law, if an Account owner is a natural person and dies, or is an entity and ceases to exist, (i) the Account will belong to each surviving Account owner, and (ii) we may pay checks and honor withdrawal requests from any surviving Account owner.
- g) **You May Ask Us to Restrict Your Account.** If any one of you does not want us to pay checks or otherwise release funds from your Account, we may ask that Account owner to give us documentation before we comply with that request. We may ask all joint Account owners to give us a written authorization before we resume paying checks or releasing funds from your Account.

IOLTA and IOLA Accounts

Interest earned on IOLTA and IOLA Accounts (or similar lawyer trust accounts) is directed to the designated IOLTA or IOLA Committee or state bar foundation, as applicable, to improve the delivery of legal services to the poor and to improve the administration of justice throughout a particular state or commonwealth. If you establish one of these types of Accounts, you agree to comply with all of the applicable laws for such Accounts.

IOREBTA Accounts

Interest earned on IOREBTA Accounts (or similar realtor trust accounts) is directed to the Realtors Affordable Housing Fund, as applicable, to support grants to provide housing to under-privileged individuals and families. The interest from this Account will aid housing and shelter

programs within a particular state or commonwealth. If you establish these types of Accounts, you agree to comply with all of the applicable laws for such Accounts.

Deposit Policy

We will attempt to collect for you all items deposited into your Account. We will usually give you provisional credit for these items. However, we may delay or refuse to give you provisional credit if we believe in our discretion that your item will not be paid. We will reverse any provisional credit we have given for an item deposited into your Account if we do not receive final credit for that item and charge you a fee (see Fee Schedule). If the reversal of a provisional credit creates an overdraft in your Account, you will owe us the amount of the overdraft, plus any overdraft fees (see Fee Schedule). We will determine when final credit is received for any item. Please read the Funds Availability Policy for a detailed discussion of how and when we make funds available to you.

We will accept certain items like foreign checks and bond coupons for collection only. You may also ask us to accept certain other items for collection only. You will not receive credit for, and may not withdraw funds against, any of these items until we receive final credit from the person responsible for paying them. The Funds Availability Policy does not apply to items we have accepted for collection only. If and when we receive final credit for an item we have accepted for collection only, you agree that we may subtract our collection fee (see Fee Schedule) from the amount finally credited to us, before we credit your Account for the remaining amount.

Returned Checks/Waiver of Rights

If you deposit a check or item in your Account that the drawee bank returns unpaid for any reason (called "dishonor"), we may put the check or item through for collection again. This means that you are waiving your right to receive immediate notice of dishonor. If the check or item is dishonored for any reason, the amount of the dishonored check or item will be deducted from your Account. You agree to pay the Bank a fee for any such check or item which is dishonored (see Fee Schedule). The Bank may also collect any amounts due to the Bank because of returned checks, through the right of set-off, from any other of your Accounts at the Bank, or collect the funds directly from you.

Cashing of Checks

Typically, the Bank will cash checks drawn on other banks for its customers who have adequate available funds in their Account(s). If any such check should be returned by the paying bank for any reason, the Bank will charge a fee (see Fee Schedule). In addition, the Bank will debit the amount of the returned check from your Account(s). If the debit creates an overdraft in your Account, you will owe us the amount of the overdraft plus any overdraft fees (see Fee Schedule).

Withdrawal Policy

Business Passbook Account (if available in your state) withdrawals can be made by any owner only upon presentation of the passbook either in person or accompanied by a written order of withdrawal. If you lose the passbook, we require that a Lost Passbook Affidavit be signed by ALL persons named on the Account before a notary public. Statement Savings Account withdrawals can be made per written order of withdrawal in accordance with the information contained on the signature card, corporate resolution or other relevant document accepted by the Bank, and may also be made with an ATM or Visa® Debit Card, as applicable. The Bank may refuse a request if any document or identification required by the Bank or law in connection with the withdrawal has not been presented.

The Bank reserves the right to require seven (7) Calendar Days written notice prior to withdrawal or transfer of funds from all Savings or Money Market Accounts offered by the Bank. Passbook Accounts are not available in all states.

For any Statement Savings Account(s) (including Money Market Accounts), you may make as many in-person withdrawals at a teller window or any ATM as you wish. However, federal regulation requires that the Bank not honor more than a combined total of six (6) pre-authorized, automatic, electronic (including computer initiated) or telephone withdrawals or transfers in any statement cycle from a Savings or Money Market Account. A Money Market Account with check-writing privileges can have a combined maximum of six (6) pre-authorized, automatic, electronic (including computer initiated) or telephone withdrawals or transfers to third parties or to an account at another bank per statement cycle of which a maximum of three (3) may be by use of your debit card to purchase goods or services, or by check or similar instrument written to third parties or another account at another bank. The Bank

may charge you an excess usage fee for each transfer or withdrawal above the applicable limit (see Fee Schedule). Repeated violations will result in the Account being closed or changed from a savings type Account to a transaction Account.

Demand Deposit Accounts and Sub-Accounts

All Checking Accounts consist of two separate sub-accounts: a transaction sub-account, and a non-transaction sub-account. Whenever your transaction sub-account balance exceeds a certain level (which we may set and change at our discretion without notice to you), funds above that level may be transferred from the transaction sub-account to the non-transaction sub-account at the Bank's discretion, as often as once each day. All of your Checking Account transactions are posted to the transaction sub-account. Balances transferred to the non-transaction sub-account are transferred back to the transaction sub-account to meet these transactional needs, so there is no adverse impact on the availability of the balances held in your Checking Account. In accordance with federal limitations, no more than six (6) transfers from the non-transaction sub-account can occur during any statement cycle. Therefore, if a sixth transfer is needed, we will return all balances to the transaction sub-account for the remainder of the statement cycle.

These sub-accounts are treated as a single Checking Account for purposes of deposits and withdrawals, access and information, statement reporting, and any fees or charges. There are no separate or additional balance requirements, fees, or charges associated with the creation of these sub-accounts. If your Checking Account is a non-interest bearing Account, neither the transaction sub-account nor the non-transaction sub-account receives any interest. If your Checking Account is an interest-bearing Checking Account, both the transaction sub-account and the non-transaction sub-account receive the same interest rate at all times, and your periodic statement will reflect a single blended Annual Percentage Yield ("APY") and APY Earned.

In accordance with federal regulations, we reserve the right to require seven (7) Calendar Days' advance notice of withdrawals from interest-bearing transaction sub-accounts and all non-transaction sub-accounts. While the Bank is required to reserve this right, the Bank does not presently exercise this right.

Stop Payments

At your request and risk, the Bank will accept a stop payment request for a check and/or electronic (ACH) transaction on your Account for a fee (see Fee Schedule). To be effective, a stop payment request must be received in such timely manner so as to give the Bank a reasonable opportunity to act on it, and must precisely identify the Account number, check number, date and amount of the item, and the payee.

Your stop payment request will be effective after the request has been received by the Bank and the Bank has had a reasonable opportunity to act on it. Regardless of whether your stop payment request has been made orally or in writing, it will remain in effect for six (6) months from the date it was given. If your stop payment request has been made orally, the Bank will send you a written confirmation. If your stop payment request is made in writing, you must use a form that is supplied by the Bank; this form will constitute written confirmation of your request. In either case, it is your responsibility to ensure that all of the information supplied on your written confirmation is correct and to promptly inform the Bank of any inaccuracies.

To maintain the validity of the stop payment request for more than six (6) months, you must furnish a new stop payment request that is confirmed in writing as described in the preceding paragraph before the expiration of the six (6) month period. If a new stop payment request is not received, the check may be paid.

We are not liable for failing to stop payment if you have not given us sufficient information or if your stop payment request comes too late for us to act on it. We are entitled to a reasonable period of time after we receive your stop payment request to notify our employees and take other action needed to stop payment.

You agree that "reasonable time" depends on the circumstances, but that we will have acted within a reasonable amount of time if we make your stop payment request effective by the end of the next Business Day following the Business Day on which we receive your stop payment request. If we stop payment, you agree to defend and pay any claims raised against us as a result of our refusal to pay the check or other item on which you stopped payment.

If we recredit your Account after we have paid a check or other item over a valid and timely stop order, you agree to sign a statement describing the dispute you have with the

person to whom the check or item was made payable. You also agree to transfer to us all of your rights against the payee and any other holder, endorser or prior transferee of the check or item and to cooperate with us in any legal action taken to collect against the other person(s). If we are liable for inadvertently paying your check over a stop payment order, you must establish the amount of your loss caused by our payment of the check. We will pay you only the amount of the loss, up to the face amount of the check. You agree that we shall not be liable for any punitive, exemplary or consequential damages.

The Bank has no duty to stop payment on a cashier's check, teller's check or other similar item because items of this type are not drawn on your Account. The Bank may, in its sole discretion, attempt to stop payment on a cashier's check, teller's check or other similar item if you certify to our satisfaction that the item has been lost, stolen or destroyed. You must also furnish any other documents or information we may require, which may include your affidavit attesting to the facts and your indemnification of the Bank. Even if the Bank agrees to attempt to stop payment on a cashier's check, teller's check or other similar item, if the item is presented for payment, the Bank will pay it and you will be liable to us for that item, unless otherwise required by applicable law.

Credit Verification and Obtaining Financial Information

You agree that we may verify credit information about you, as well as credit and employment history about any individual (such as your principals, owners or guarantors) who is liable for your obligations under this Agreement, through third parties, including but not limited to consumer reporting agencies, or verify any of your or their previous banking relationships for any Accounts you have with the Bank now or in the future. By signing the signature card for your Account, or other written authorization, each such individual authorizes the Bank to obtain such credit and employment information about him or her.

Certified Taxpayer Identification Number ("TIN")

Federal law requires you to provide to the Bank a valid and certified Taxpayer Identification Number. We may be required by federal or state law to withhold a portion of the interest credited to your Account in the following circumstances:

- a) You do not give us a correct taxpayer identification number ("TIN");

- b) The IRS tells us that you gave us an incorrect TIN;
- c) The IRS tells you that you are subject to backup withholding because you have under-reported your interest or other income;
- d) You fail to certify to us that you are not subject to backup withholding;
- e) You do not certify your TIN to us; or
- f) There may be other reasons why we may be required to do so under applicable law.

If we do this, the amount we withhold will be reported to you and the IRS and applied by the IRS to the payment of any federal income tax you may owe for that year.

Account Statements; Limitation on Time to Report Forgeries and Errors

You should review and balance your Account statements promptly after you receive them or, if we are holding them for you, promptly after we make them available to you. If you don't receive an Account statement by the date when you usually receive it, call us at once. You must review your statements to make sure that there are no errors in the Account information.

On Accounts with check-writing privileges, you must review your statement and any canceled or imaged checks we send you and report forgeries, alterations, missing signatures, amounts differing from your records, or other information that might lead you to conclude that the check was forged or that, when we paid the check, the proper amount was not paid to the proper person. You have this duty even if we do not return checks to you or we return only an image of the check. You should notify us as soon as possible if you think there is a problem.

If we are holding your Account statements for you at your request, the statements become "available" on the day they are available for you to pick up. This means for example, that the period in which you must report any problem with an Account begins on the day we make the statement available, even if you do not pick up the statement until later.

If you assert against us a claim that an item was not properly payable because, for example, the item was forged, you must cooperate with us and assist us in seeking criminal and civil penalties against the person responsible. You must file reports and complaints with the appropriate law

enforcement authorities. If we ask, you also must give us a statement, under oath, about the facts and circumstances relating to your claim. If you fail or refuse to do these things, we will consider that you have ratified the defect in the items and agree that we may charge the full amount of the items to your Account.

You must notify us as soon as possible if you believe there is an error, forgery or other problem with the information shown on your Account statement. You agree that fourteen (14) Calendar Days after we mailed a statement (or otherwise made it available to you) is a reasonable amount of time for you to review your Account statement and report any errors, forgeries or other problems. In addition, you agree not to assert a claim against us concerning any error, forgery or other problem relating to a matter shown on an Account statement unless you notified us of the error, forgery or other problem within sixty (60) Calendar Days after we mailed you the statement (or otherwise made it available to you). This means, for example, that you cannot bring a lawsuit against us, even if we are at fault, for paying checks bearing a forgery of your signature unless you reported the forgery within sixty (60) Calendar Days after we mailed you the statement (or otherwise made it available to you) listing the check we paid.

Checks

All negotiable paper (called "checks") presented for payment must be in a form supplied by or previously approved by the Bank. The Bank may refuse to accept any check that does not meet this requirement or which is incompletely or defectively drawn. Once an outstanding check is six (6) months old, we may elect not to pay it. But if there is no stop payment order on file when we receive the check for payment, we may elect to pay it in good faith without consulting you. You agree that you will use care in safeguarding your unsigned checks against loss or theft. You will tell us immediately if any checks are missing. You agree to assume all losses that could have been prevented if you had safeguarded unsigned checks, or had told us they were missing.

Overdrafts

An overdraft is an advance greater than the amount of funds that have become available in accordance with the Bank's Funds Availability Policy, made by us to you, at our sole discretion. Overdrafts include advances to cover a check, in-person withdrawal, ATM withdrawal, or a withdrawal by other electronic means from your Account. We may demand

immediate repayment of any overdraft and charge you an overdraft fee (see Fee Schedule).

You agree to pay us, when we ask you, all of our costs of collecting an overdraft, to the fullest extent permitted by law. These costs include, but are not limited to, our legal fees and expenses. If more than one of you owns an Account, each of you will be responsible for paying us the entire amount of all overdrafts and obligations resulting from the overdrafts.

We do not have to allow you to make an overdraft. Intentionally withdrawing funds from an Account when there are not enough funds in the Account to cover the withdrawal or when the funds are not yet available for withdrawal may be a crime.

Sustained Fee for Overdrawn Accounts

We may charge you a fee, as disclosed in the Fee Schedule, for any Checking Account that remains in overdrawn status for five (5) consecutive Business Days. We will notify you if your Checking Account is in overdrawn status. If your Checking Account is in overdrawn status because of an overdraft, check returned for insufficient funds or for any other reason and the Account remains in overdrawn status for five (5) consecutive Business Days, we may charge the fee. If you have overdraft protection and you have exceeded your limit and the Checking Account remains in overdrawn status for five (5) consecutive Business Days, we may charge the fee.

If the Checking Account remains in overdrawn status for five (5) consecutive Business Days, the Bank may begin to assess the fee on the sixth (6th) Business Day. The fee may be assessed every fifth (5th) Business Day thereafter until one of the following events occurs: (i) the overdrawn balance of the Checking Account is paid in full (including all outstanding fees and checks); or (ii) the Checking Account remains in overdrawn status until such time as we have determined that the overdraft balance is uncollectible, up to and including fifty-nine (59) Calendar Days. If the Checking Account remains in overdrawn status for sixty (60) Calendar Days, or such earlier time that we determine that the overdraft balance is uncollectible, the Bank will close and place the Checking Account in collection status.

Payment of Checks and Item Processing Orders

We may accept, pay, or charge to the appropriate Account checks and other items in any order we choose. An "item" includes a check, substitute check, purported substitute check, electronic item or transaction, draft, demand draft,

remotely created item, image replacement document, indemnified copy, ATM withdrawal or transfer, point-of-sale transaction, preauthorized payment, automatic transfer, telephone-initiated transfer, ACH transactions, online banking transfer or bill payment instruction, withdrawal slip, in-person transfer or withdrawal, cash ticket, deposit adjustment, any other instruction or order for the payment, transfer or withdrawal of funds and an image or photocopy of any of the foregoing.

We may establish different processing orders for checks and other items. We may establish categories for checks and other items. We may establish a processing priority for each category. For example, we may treat ATM withdrawals and loan payments as one category and checks as another category and then process ATM withdrawals and loan payments before checks. Within each category, we may process checks and other items in any order we choose. Methods available to the Bank for processing checks and other items for payment include, but are not limited to, by dollar amount from highest to lowest, by number or by date. We may in our sole discretion change our priorities, categories, or orders at any time without notice to you. Even if we provisionally post checks and other items to your Account during any Business Day, we may treat them as if we received all of them at the end of that Business Day and process them in any order we choose. We do not process transactions in the order in which they occurred.

When you use a debit card, Automated Teller Machine (ATM) card, or other electronic means to make deposits or withdrawals, we may receive notice of the transaction before it is actually presented to us for payment, collection, or deposit. That notice may be in the form of a merchant authorization request or other electronic inquiry. Upon receipt of such notice, we may treat the transaction as pending at the time we receive notice. We may consider such pending transactions for the purpose of determining the amount of funds in your account to be used to pay other items presented against your account. We may conclusively rely on that notice even if the notice incorrectly describes the transaction. If the transaction is not settled within our established time period after reviewing the notice (3 business days), we will release the pending transaction.

When you do not have enough funds in your account to cover all of the checks and other items presented that Business Day, some processing orders may result in more insufficient funds items and more fees than others. We

may choose our processing orders in our sole discretion and without notice to you, regardless of whether additional fees may result.

We currently process checks and other items according to certain categories and priorities. Within each, we typically process checks and other items from the highest to lowest dollar amount. If there are not enough funds to cover all of the checks and other items processed on any given Business Day, these categories, priorities and high-to-low processing orders may result in more insufficient funds items and more fees than may have resulted if we had used another processing order.

We may refuse, in our discretion, to pay a check or other item which:

- a) is illegible,
- b) is drawn in an amount greater than the amount of funds then available for withdrawal in your Account (see the Funds Availability Policy) or which would, if paid, create an overdraft,
- c) bears a duplicate check number,
- d) we believe has been altered,
- e) we believe is otherwise not properly payable, or
- f) we believe does not bear an authorized signature.

We are not required to honor any restrictive legend on checks you write unless we have agreed in writing to the restriction. Examples of restrictive legends are "Not Valid For More Than \$1,000," "Void If Not Negotiated Within 30 Days of Issuance," and the like.

Preauthorized Drafts

If you voluntarily give information about your Account (such as our routing number and your Account number) to a party who is seeking to sell you goods or services, and you do not physically deliver a check to the party, any debit to your Account initiated by the party to whom you gave the information is deemed authorized by you.

Power of Attorney

We may, in our sole discretion (unless we are required by law to recognize a statutory form of power of attorney), recognize the authority of a person to whom you have given a power of attorney to enter into transactions relating to your Account, until and unless we receive written notice

or we have actual notice of the revocation of such power of attorney. However, you must show us an original copy or certified copy of the power of attorney, properly notarized, and any other documentation we may ask for from time to time. The power of attorney and all other documents must be in a form satisfactory to the Bank. We will not be liable for damages or penalty by reason of any payment made to or at the direction of a person holding a power of attorney.

Adverse Claims; Interpleader; Legal Process

We need not honor any claim against or involving an Account unless we are required to do so by order of a court or government agency that has jurisdiction over us, or pursuant to applicable law. This rule applies to any person asserting any rights or interest regarding an Account, including you and other persons who are authorized to make withdrawals or write checks or who present a power of attorney signed by you.

If we receive notice of any claim or dispute or of any legal proceeding we reasonably believe involves you or any of your Accounts, in our discretion we may suspend transactions on any Account which we believe to be affected until final determination of the claim or proceeding. We may place a hold on any funds in the Account and suspend transactions whether the affected Account is in your name alone or is a joint Account. An Account may be suspended even though the suspension may have been due to inadvertence, error because of similarity of the names of depositors, or other mistake.

We also may act upon any notice of garnishment, levy, restraining order, injunction, subpoena or other legal process we reasonably believe to be valid, without independent verification by us. You agree that we are not liable for any damages or losses (including claims based on the return or dishonor of checks) to you caused by the subpoena of your Account or action taken in response to legal process, as long as we acted in good faith.

You agree to indemnify us against all losses, costs, attorneys' fees, and any other liabilities that we incur by reason of responding to or initiating any legal action, including any interpleader action we commence, involving you or your Account. As part of that indemnity, in the event we incur liability to a creditor of yours as a result of our response or failure to respond to a legal action, you agree to pay us on demand the amount of our liability to your creditor and to reimburse us for any expense, attorneys' fees, or other costs we may incur in collecting the amount from you.

We may, in our sole discretion and without any liability to you, initiate an action in interpleader to determine the rights of the persons making adverse claims to your Account. We may exercise this right regardless of whether the persons making the adverse claims have complied with all statutory requirements pertaining to adverse claims, such as posting a bond or giving other surety. Upon initiation of an interpleader action, we will be relieved and discharged of all further duties and obligations.

Limited Liability

UNLESS EXPRESSLY PROHIBITED OR OTHERWISE RESTRICTED BY APPLICABLE LAW, THIS AGREEMENT, OR THE ELECTRONIC FUNDS TRANSFERS DISCLOSURE, THE BANK'S LIABILITY IS LIMITED AS FOLLOWS: THE BANK WILL NOT BE LIABLE TO YOU FOR PERFORMING OR FAILING TO PERFORM OUR SERVICES UNDER OR IN CONNECTION WITH THIS AGREEMENT UNLESS WE HAVE ACTED IN BAD FAITH. WITHOUT LIMITING THE ABOVE, THE BANK WILL NOT BE LIABLE FOR DELAYS OR MISTAKES WHICH HAPPEN BECAUSE OF REASONS BEYOND OUR CONTROL, INCLUDING, BUT NOT LIMITED TO, ACTS OF BANKING AUTHORITIES, NATIONAL EMERGENCIES, ACTS OF GOD, FAILURE OF TRANSPORTATION, COMMUNICATION OR POWER SUPPLY, OR MALFUNCTION OF OR UNAVOIDABLE DIFFICULTIES WITH THE BANK'S EQUIPMENT. SHOULD A COURT ESTABLISH THE BANK'S LIABILITY TO YOU PURSUANT TO WHAT WAS DONE OR NOT DONE UNDER THIS AGREEMENT, YOU MAY RECOVER FROM THE BANK ONLY YOUR ACTUAL DAMAGES, IN AN AMOUNT NOT TO EXCEED THE TOTAL FEES AND CHARGES PAID BY YOU TO THE BANK PURSUANT TO THIS AGREEMENT DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. IN NO EVENT WILL YOU BE ABLE TO RECOVER FROM THE BANK CONSEQUENTIAL DAMAGES, EXEMPLARY DAMAGES OR LOST PROFITS.

If you are a licensed attorney or a law firm, you agree that we may report information about overdrafts and/or returned checks drawn on Accounts which you maintain as trustee for the benefit of another person or in any fiduciary capacity, to the extent and in the manner required by applicable laws, rules, or regulations. For example, if you are an attorney licensed to practice in the Commonwealth of Massachusetts, we are required to provide such information to the Massachusetts Board of Bar Overseers

regarding "trust accounts" as defined in S.J.C. Rule 3:07 and Disciplinary Rule 9-102(A). You agree that we have no liability to you for reporting any information to applicable authorities regarding any Account which we believe in good faith is subject to such laws, rules, or regulations.

Facsimile Signatures

If we allow you to use a facsimile signature, you understand and acknowledge that we will not be able to determine whether the facsimile signature on any item is authentic or has been authorized by you. If your items are signed using a facsimile signature, you acknowledge that it is solely for your benefit and convenience. You authorize us to accept the facsimile signature of any Authorized Signer which you designate in writing from time to time (by corporate resolution or otherwise) on any check, draft, or other order drawn on us, or any other document and we may debit any of your Accounts in the amount of each payment which we make in reliance upon any such facsimile signature and/or reproduction thereof. We will not be liable, and you will assume all liability, for any losses, liabilities, penalties, claims, damages, costs, expenses, or other harm or injury which you may incur or that may be asserted against you or us in connection with the authorized or unauthorized use or reproduction by any person or entity, including, but not limited to, attorneys' fees and court costs, relating to or arising out of (i) any use, misuse and/or reproduction, whether or not authorized, by any person of any actual or purported facsimile signature of any Authorized Signer on any check, draft or other such order drawn on us or any other document, and (ii) any payment which we make in reliance upon any such facsimile signature and/or reproduction thereof. You will indemnify us and hold us harmless from and against any and all losses, liabilities, penalties, claims, damages, costs, expenses or other harm or injury which we may incur or suffer or which may be asserted by any person with respect to any use or misuse of an actual or purported facsimile signature of any Authorized Signer on any check, draft or other order drawn on us or on any other document, or any payment which we make in reliance upon any such facsimile signature and/or reproduction thereof. You shall be solely responsible for maintaining security over any device used to affix or apply facsimile signatures.

Indemnity

- a) **In General.** You agree to indemnify us and hold us harmless from and against any and all losses, liabilities, penalties, claims, damages, costs, expenses

or other harm or injury that we may incur or that may be asserted by any person or entity against us, including, but not limited to, attorneys' fees and court costs arising out of any action at any time taken or omitted to be taken by (i) you under or in connection with this Agreement, including, but not limited to, your failure to observe and perform properly each and every obligation in accordance with this Agreement and any other commercial or business purpose agreement which you enter into with us; or (ii) us in reliance upon any resolution, certification, evidence of authority, or other document or notice given or purporting to have been given by you to us, or any information or order which you provide to us.

- b) **Your Instructions to Us.** Without limiting the above, if you give us instructions which we believe may expose us to potential liability, we may refuse to follow your instructions. If we decide to follow your instructions, we may ask you for certain protections, such as a surety bond or your indemnity in a form satisfactory to us.

If You Owe Us Money

If you withdraw funds from your Account which you do not have a right to withdraw, including the amount of a check or other item which we later charge back to your Account or any amounts that may be credited to your Account in error, you will have to pay us back. If you do not, we can bring a lawsuit against you to get the money back. We can also do this if you owe us any fees or charges in connection with your Account and you do not pay us. If we bring a lawsuit against you, you will have to pay our court costs and reasonable attorneys' fees as awarded by the court and as permitted by law.

Security Interest

To the fullest extent allowed by applicable law, any property of yours, in which we may, from time to time, have a security interest or other lien, or which may at any time be in our possession or control for any purpose, shall constitute collateral for any and all of your commercial or business purpose obligations to us. These obligations include, but are not limited to, any amount by which any of your Accounts may from time to time be overdrawn, interest accrued thereon, and any collection costs or other costs due in connection therewith.

Right of Set-Off

We reserve the right to withdraw at any time some or all of the funds that may now or later be on deposit in any or all of your Accounts and apply them to the payment of any debts (other than amounts you may owe us on a personal credit card account with us) you may now or later owe us. We have this right even if the Account(s) we withdraw money from is a joint Account and the debt we apply it to is owed by only one of you. Likewise, we could withdraw money from an Account owned by only one person and apply it to reduce the joint debt of that person and another person. Our rights under this section are in addition to any right of set-off we may have under applicable law. You agree that our right of set-off is not conditioned on, or limited by, the complete mutuality of the parties obligated on the debt and owners on your Account, the maturity of the debt, the giving of notice to you, or the availability of any collateral securing the debt.

We also have the right to place a hold on funds in your Account if we have a claim against you or pending exercise of our right of set-off. If we place a hold on your Account, you may not withdraw funds from the Account and we can refuse to pay checks or other items drawn on the Account.

In addition to any right of set-off, you hereby grant to the Bank a security interest in your deposit Accounts to secure all of your commercial or business purpose loans or other extensions of credit, now or in the future.

Accounts with Zero Balance

We may consider any Account (excluding CDs) having a zero balance for forty-five (45) Calendar Days to be closed by you.

Abandoned Accounts

If your Account is considered to be abandoned under applicable law because you have not used or acknowledged your Account for a time period directed by law, we must turn over the funds in your Account to the appropriate governmental authority. We may give notices as required by law before we do this. You may try to reclaim funds turned over to the governmental authority to the extent permitted by applicable law.

Banking Practices

In the absence of a specific provision in this Agreement to the contrary, your Account will be subject to our usual

banking practices and, to the extent not inconsistent therewith, the general commercial banking practices in the area we serve.

Severability

If any provision of this Agreement is invalid, changed by applicable law or declared invalid by order of a court, the remaining terms of this Agreement will not be affected, and the invalid provision shall be reformed in order to preserve the original intent of this Agreement to the fullest extent feasible. However, if such reformation is not feasible, this Agreement will be interpreted as if the invalid provision had not been placed in this Agreement.

Jury Trial Waiver

YOU AND WE EACH AGREE THAT NEITHER YOU NOR WE SHALL (A) SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM, OR ANY OTHER ACTION BASED UPON, OR ARISING OUT OF, THIS AGREEMENT OR ANY ACCOUNT OR THE DEALINGS OF THE RELATIONSHIP BETWEEN YOU OR US, OR (B) SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS SECTION SHALL BE SUBJECT TO NO EXCEPTIONS. NEITHER YOU NOR WE HAVE AGREED WITH OR REPRESENTED TO THE OTHER THAT THE PROVISIONS OF THIS SECTION WILL NOT BE FULLY ENFORCED IN ALL INSTANCES. YOU AND WE EACH ACKNOWLEDGE THAT THIS WAIVER HAS BEEN KNOWINGLY AND VOLUNTARILY MADE.

Defaults

Your Account will be in default if any of the following events occur:

- Any of your loans with us is past due or otherwise in default.
- You overdraw your Account repeatedly.
- You do not repay immediately any overdraft, or you fail to pay or perform any other obligation in connection with any of your deposit or credit relationships with us.
- You do not comply fully with any term or condition of this Agreement or of any other deposit or credit agreement you may have with us.

- You provide to us any false or misleading information in connection with any of your deposit or credit relationships with us.
- An assignment has been made for the benefit of your creditors or an entry of judgment has been made against you.
- We, in our sole discretion, are not satisfied with your condition or affairs, financial or otherwise, or have determined that your financial condition has suffered an adverse change.

If your Account is in default, we may refuse to advance funds on any commitment or line of credit you have with us, demand immediate repayment of any and all of your outstanding obligations to us, and/or terminate your deposit Accounts and we may exercise all available rights under law or equity. A default also may affect your funds availability, as described in the Funds Availability Policy.

Miscellaneous

- Our Right to Refuse/Close Accounts:** The Bank reserves the right to refuse to open any Account and to terminate any Account at any time, and for any reason or no reason, without notice to you (unless notice is required under applicable law). This Agreement survives the closing of your Account.
 - Our Right to Delay Enforcement:** We can choose to not enforce or delay in enforcing any provisions of this Agreement without losing the right to enforce them in the future.
 - Items in the Mail:** We are not responsible for any items you mail to us that are lost in transit. Therefore, you may not wish to place currency or coupons in the mail. If you do so, you should send any valuable items by registered mail and properly insured.
 - Direct Deposit:** If you have direct deposit, you agree that if a direct deposit must be returned for any reason, you authorize us to deduct the amount from this Account or any other Account you may have with us, without prior notice and at any time.
 - Notice of Address Changes:** You must notify us in writing, by phone or at any of our banking offices, of any change of address. Any communication we send to you at the last address as shown on our records will be binding on you for all purposes. You agree we may change your address on our records based on information provided by the United States Postal Service without notice to you.
- Assignment:** You will not transfer, assign or pledge your Account(s) to any third party, and we will not recognize any such attempted assignment or pledge, without our prior written approval.
 - Account Mailings:** From time to time, the Bank may enclose advertising or promotional materials with any periodic statement that is mailed or otherwise made available to you with respect to your Account(s). These materials may include, without limitation, information regarding new, modified or discontinued products or services, as well as sweepstakes or other contests sponsored by the Bank. By opening and maintaining an Account with the Bank, you consent to the mailing and receipt of these advertising or promotional materials with your periodic statement.
 - Representations and Warranties:** By establishing and maintaining an Account with us, you represent and warrant to us as follows for the duration of your Account relationship: This Agreement represents your valid and binding obligation and is enforceable in accordance with its terms. This Agreement represents the entire Agreement between you and us regarding your Account(s) and supersedes any and all prior discussions or agreements between you and us regarding your Account(s). Your performance of this Agreement does not violate your corporate or other governing documents, or any agreement or instrument to which you are a party, or any law or regulation applicable to you.
 - Amendments:** We reserve the right to change the terms of this Agreement or change the terms of your Account at any time. We will give you such notice of the change as we determine is appropriate, such as by statement message or enclosure, letter, or as posted in the branch, and as required under applicable law. Where applicable law permits, we can notify you of the changes by posting a new version of this Agreement, or a notice of change to Accounts, in our branches. Your continued use of the Account following the effective date of any such change indicates your intention to be bound by this

Agreement, as amended. If you would like a copy of a current Agreement or have questions, please ask any Bank representative or call the Direct Banking Center toll free.

- j) **Governing Law:** This Agreement is governed by the laws of the state or commonwealth in which the Bank office where you opened your Account is located, except where applicable federal law is controlling.

Funds Transfers

- a) **Definitions:** The following words have the meanings given to them below for purposes of this Funds Transfers Section.

- **“Article 4A”** means Article 4A of the Uniform Commercial Code as in effect from time to time in the state or commonwealth in which the Bank office where you opened your Account is located.
- **“Authorized Representative”** means a person designated by you as your authorized representative, or otherwise authorized by you to act on your behalf in connection with a Payment Order, as defined below.
- **“Beneficiary”** means (i) the person to whom you ask us to make a Funds Transfer, as defined below, or (ii) you, if instructions relating to a Funds Transfer name you as the beneficiary.
- **“Beneficiary’s Bank”** means the bank at which the Beneficiary maintains an account to which a Funds Transfer will be made.
- **“Callback”** means a telephone call initiated by us to an Authorized Representative for the purpose of verifying that you actually issued a Payment Order, a cancellation of a Payment Order or a change to a Payment Order.
- **“Funds Transfer”** means a transfer to or from your Account which is (i) governed by Article 4A, and (ii) made by telephone, wire, automated clearing house transfer, computer instructions or written instructions other than a check.
- **“Non-Repetitive Payment Order”** means a Payment Order that is not a Repetitive Payment Order, as defined below.

- **“Payment Order”** means your instructions to us to pay or cause to be paid a fixed or determined amount of money to a Beneficiary.
- **“Repetitive Payment Order”** means a Payment Order issued on a regular basis by using a confidential code number and relating to the same Beneficiary and the same account maintained by or for the benefit of such Beneficiary at the Beneficiary’s Bank.
- **“Sending Bank”** means the bank that sends a Funds Transfer to another bank.
- **“Test Key”** means a confidential algorithm provided by us to you for the purpose of verifying the authenticity of a Repetitive or a Non-Repetitive Payment Order.

- b) **Authorization:** If you intend to make a Funds Transfer via phone, fax or using the Bank’s cash management software, you agree to complete and execute the Funds Transfer Agreements supplied by the Bank in advance of your request. You will give us such documentation in a form that is satisfactory to us. All Funds Transfers will be subject to (i) our procedures and fees, as may be amended from time to time, (ii) the terms of this Agreement, and (iii) the terms of any agreement between you and us relating to Funds Transfers, to the extent not consistent with the terms of this Agreement. Nothing in this Agreement shall be considered to require us to make any Funds Transfers requested by you.

- c) **Describing the Beneficiary’s Bank and the Intermediary Bank:** If you ask us to make a Funds Transfer from your Account to the Beneficiary’s Account, you must identify the Beneficiary, the Beneficiary’s Bank, and the intermediary bank, if any, to which you want the Funds Transfer to be sent, by name and by an identification number. If you fail to provide us with an intermediary bank, you hereby direct us, on your behalf, to select an intermediary bank. We are entitled to rely upon each identification number which you provide to us, as the proper identification of each person and bank, as applicable, even if it identifies a person or bank different from the named person or bank. In addition, the Beneficiary’s Bank may make payment to the Beneficiary based on the identification number, even if it identifies a person different from the named

Beneficiary. If we are named as a Beneficiary's Bank, we will pay a Funds Transfer to the person identified by an identification number, even if it identifies a person different from the named Beneficiary.

d) **Payments Are Provisional:** If a Funds Transfer is subject to the rules of an automated clearing house such as the National Automated Clearing House Association or the New England Automated Clearing House Association, or other funds transfer system rules which provide that payment to a Beneficiary is provisional until the Beneficiary's Bank receives final payment:

- Our payment of a Funds Transfer to your Account will be provisional until the Sending Bank gives us final payment, and you agree that we may reverse our provisional credit if the Sending Bank does not give us final payment; and
- A payment by the Beneficiary's Bank of a Funds Transfer to the Beneficiary will be provisional until the Sending Bank gives the Beneficiary's Bank final payment, and you agree that the Beneficiary's Bank may reverse its provisional credit if the Sending Bank does not give the Beneficiary's Bank final payment.

You agree to be bound by such rules.

e) **Authorized Account:** If you make a Funds Transfer, you agree to tell us which of your Accounts will be used to pay the Funds Transfer. If you do not do so, we may pay your Funds Transfer from any of your Accounts.

f) **No Special Notice of Receipt of Funds:** If you are the Beneficiary of a Funds Transfer, you agree that we do not have to give you any notice that we have received the Funds Transfer. However, if you normally receive a periodic statement for the Account to which we credited the Funds Transfer, the Funds Transfer will be reflected on the periodic statement that includes the date on which we credited the Funds Transfer to your Account.

g) **You Must Tell Us About Errors:** You must use ordinary care to determine whether each Funds Transfer has been authorized properly by you, and to discover any errors relating to Funds Transfers executed by us. You must tell us about an unauthorized Funds Transfer or any errors relating to a Funds Transfer no later than ten (10) Business Days after the earlier of the date we tell you that your Funds Transfer has been executed or the

date we tell you that your Account has been debited to pay for such Funds Transfer. You can do this by calling Direct Banking or writing us at:

Wire Transfer Department
P.O. Box 595
Williston, VT 05495

If you fail to notify us within such time period, and we are required by law to refund to you all or part of the payment which you made, we will not pay interest to you on the amount refunded.

h) **Security Procedures:** The following Security Procedures are available to you. We have established these Security Procedures to verify whether you were the person who actually asked us to make a Funds Transfer or to change or cancel a Funds Transfer. The Security Procedures are as follows:

- **Callbacks.** Outgoing transfers initiated via phone or fax can be verified using a call back procedure to the individual(s) authorized by you at designated telephone numbers.
- **Test Keys.** We may issue test keys to you for the purpose of validating outgoing transfer requests initiated via phone or fax.
- **Recorded Telephone Call to Our Money and Wire Transfer Department.** This Security Procedure includes a recorded telephone call from you to our Money and Wire Transfer Department, and is available for both Repetitive Payment Orders and Non-Repetitive Payment Orders.

You agree to be bound by any Funds Transfer, whether or not authorized, which is issued in your name and accepted by us in compliance with the security procedure chosen by you. Therefore, you should exercise special care when choosing a security procedure. You must keep the security procedure chosen by you confidential, and must not reveal the security procedure to any person, other than to an Authorized Representative.

i) **Funds Transfers Made Without a Security Procedure:** If we agree to make a Funds Transfer for you without a security procedure, you will be bound by such Funds Transfer to the fullest extent allowed by applicable law.

Part II: Account Maintenance Information

Certificates of Deposit

Maturity: Our Standard Business CDs will automatically renew to the same term at maturity.

At maturity, you will have ten (10) Calendar Days from the maturity date to withdraw the funds without being charged a penalty. After the Account is opened, you may not deposit into or withdraw from this Account before the maturity date except during promotional periods of which you will be notified. Deposits may only be withdrawn without penalty prior to maturity when the depositor has died or been judicially declared mentally incompetent. If you withdraw funds before maturity, a penalty as shown below, will be imposed.

CD Term	Penalty
Less than 90 Days	All interest with a minimum of 7 Days' interest
90 Days to Less than 1 Year	3 Months' Interest
1 Year to Less than 2 Years	6 Months' Interest
2 Years and Over	9 Months' Interest

No Catch CD: The minimum balance required to open a No Catch CD is \$25,000. The customer has the option of making one withdrawal during the term without penalty. Additional withdrawals will be subject to an early withdrawal penalty as described above.

Interest Computation: The interest rate will be effective until the maturity date. The daily balance method is used to calculate the interest on your Account. This method applies a daily periodic rate to the principal in the Account each day. Interest is credited and compounded monthly for all CDs.

Jumbo and Trust CDs: The minimum balance required to open a Jumbo CD is \$50,000; there is no minimum requirement for a Trust CD. Interest rates for Jumbo and Trust CDs are available in the branches upon request. Rates are determined daily by our Investment Department. Interest is accrued using the simple interest method and does not compound. Depending on the term, interest is either paid at maturity or paid monthly to a TD Banknorth

account with the same legal title. Jumbo and Trust CDs do not automatically renew at maturity. After the maturity date, the deposited funds will no longer earn interest. The Bank will not pay interest for Jumbo and Trust CDs once the CD has reached its maturity date, regardless of the circumstance.

Part III: Funds Availability Policy

Your ability to withdraw funds you have deposited at the Bank will be determined according to this policy.

This disclosure applies to all transaction accounts such as Checking and Interest bearing Checking Accounts, and to Money Market, Savings and Time Accounts.

The Bank's general policy is to make funds from your deposits available to you no later than the first (1st) Business Day after the day we receive your deposit. Electronic direct deposits and wire transfers will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written.

Determining the Availability of a Deposit

To determine the availability of your deposits, every day is a Business Day, except Saturdays, Sundays and federal holidays. On Business Days that we are open, the earliest time that we stop accepting deposits in our branches for same day credit is 2:00 p.m. Thus, if you make a deposit with a bank teller before 2:00 p.m. on a Business Day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 2:00 p.m. or on a day we are not open, we will consider that the deposit was made on the next Business Day we are open.

If you mail funds to us, the funds are considered deposited on the Business Day we receive them. Funds deposited in a night depository or lockbox are considered deposited on the next Business Day the Bank or lockbox is open.

If you make a deposit at a Bank ATM before 7:00 p.m. on a Business Day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit at a Bank ATM after 7:00 p.m. or on a day we are not open, we will consider that the deposit was made on the next Business Day we are open.

The length of the delay varies depending on the type of deposit and is explained below:

Same Day Availability

Funds from the following deposits are available on the same day they are deposited:

- Cash deposits made at the Bank's teller station;
- Funds received for deposit by an electronic payment (including ACH credits and transfers);
- Wire transfers;
- \$100.00 from non-cash deposits made at the Bank's teller station;
- \$100.00 from deposits made at the Bank's ATM (for accounts opened longer than 90 days).

Longer Delays May Apply

In some cases, we will not make all the funds that you deposit by check available at the times shown in this Policy.

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

Funds deposited by check may be delayed for a longer period under the following circumstances:

- You deposit checks totaling more than \$5,000 on any one day (Note: the first \$100 will be available on the first (1st) Business Day after the day of your deposit);
- We believe a check you deposited will not be paid;
- You re-deposit a check that has been returned unpaid;
- You have overdrawn your Account repeatedly, or would have overdrawn your account if checks had been honored, in the last six (6) months;
- There is an emergency, such as failure of communications or computer equipment. (Note: the first \$100 will be available on the first (1st) Business Day after the day of your deposit).

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the eleventh (11th) Business Day after the day of your deposit.

Special Rules for New Accounts

If you are a new customer, the following special rules may apply during the first thirty (30) days your Account is open.

Funds from electronic direct deposits and wire transfers to your account will be available on the day we receive the deposit. Funds from deposits of cash and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first (1st) Business Day after the day of your deposit if the deposit meets certain conditions. For example, you may have to use a special deposit slip. The excess over \$5,000 will be available no later than the ninth (9th) Business Day after the day of your deposit.

Funds from all other check deposits will be available no later than the eleventh (11th) Business Day after the day of your deposit.

Holds on Other Funds

If we accept for deposit or we cash a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately, but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another Account with us. The funds in the other Account would then not be available for withdrawal in accordance with the time periods that are described in this policy.

Non-U.S. Financial Institutions

We reserve the right to send any checks drawn on a foreign financial institution (including Canadian financial institutions) for collection. For each item sent, we will assess a collection charge plus any collection fees charged to us by other financial institutions which process the item as listed in our most recent Fee Schedule. The funds represented by checks that are sent for collection are generally available within ten to fifteen (10 to 15) Business Days. If we do not enter any item (Canadian only) for collection, the funds will be available no later than the third (3rd) Business Day after the day of deposit.

Checks or Other Items Returned Subsequent to Funds Being Made Available

If a check or other item you deposited to your Account is returned to us unpaid after the funds have been made available to you, the amount of the check or other item will be deducted from your Account. If there are insufficient funds in your Account, we reserve the right to demand payment directly from you and to charge you for the overdraft as posted in our most recent Fee Schedule.

Endorsements

Endorsements on items deposited to your Account are restricted, under federal law, to the first 1.5 inches of the back of the check. The remaining portion of the check is reserved for endorsements by banks. Your endorsement should contain your signature, the words "For Deposit Only," and your Account number. Improper endorsements may delay the check collection process and the subsequent crediting and availability of funds. You may be held responsible for any losses if you do not comply with these endorsement standards.

Part IV: Electronic Funds Transfers

The Electronic Funds Transfers ("EFT") we are capable of handling are indicated below. Some of these may not apply to your Account. Please read this disclosure carefully because it tells you your rights and your obligations for these transactions. You should keep this notice for future reference.

For security purposes, your card may be cancelled after 13 months of inactivity.

Use of your Visa Debit Card may be restricted in certain countries due to security risks.

Direct Deposits

You may make arrangements for certain direct deposits to be accepted into your Checking, Savings, or Money Market Deposit Accounts.

Preauthorized Withdrawals

You may make arrangements to pay certain recurring bills from your Checking, Statement Savings, or Statement Money Market Deposit Accounts.

Telephone Transfers

You may make arrangements to have telephone transfers between eligible Checking, Statement Savings, or Statement Money Market Deposit Accounts through our telephone banking system.

Electronic Check Conversion

Some Point-of-Purchase terminals may provide you the option of initiating a one-time automatic debit from your Account by authorizing the merchant to obtain the necessary information from a check drawn on your deposit Account. A check used in this

way is treated as an EFT and is not a negotiable instrument in its own right. The check cannot be subsequently used and should be voided.

You may authorize a Merchant or other payee to make a one-time electronic payment from your checking account using information from your check to:

- (i) Pay for purchases
- (ii) Pay bills

ATM and POS Transaction Types

You may access your Account(s) by ATM or Point of Service (POS) using your Visa Debit Card and Personal Identification Number ("PIN") to:

- make deposits to Checking, Statement Savings, and Statement Money Market accounts at TD Bank, N.A. ATMs;
- get cash withdrawals and/or transfer funds from and between Checking, Statement Savings, and Statement Money Market Accounts linked to your card;
- make payments on any TD Banknorth loan at any of the TD Banknorth's ATMs;
- get information about the Account balance(s) in the Checking, Statement Savings, and/or Statement Money Market Account(s) linked to your card;
- make Visa Debit Card purchases from your Checking Account.

Note: Some of these services may not be available at all terminals.

Visa Debit Transaction Types

You may access your Checking Account at any location that accepts Visa Debit Cards to:

- purchase goods or pay for services, if the merchant permits;
- get cash from a merchant, if the merchant permits or from a participating financial institution.

Visa Debit Card Limits

The standard daily limits (per card) are:

- ATM cash withdrawals – \$750;
- POS (PIN) transactions – \$2,000;
- Visa signature transactions and Visa cash advances – \$5,000 each;
- Twenty (20) Visa signature transactions.

Disclaimer

We disclaim all liability for losses and/or damages incurred by you for failure to complete a transfer on the correct date or in the right amount under any circumstances; provided, however, that upon notice of such failure we will take reasonable steps to correct the transaction.

CHARGES FOR ELECTRONIC FUNDS TRANSFERS

We will not impose a fee for transactions you conduct at an ATM that we do not own or operate. Such transactions are referred to as "non-TD Bank, N.A." ATM transactions.

Please note: For non-TD Bank, N.A. ATM transactions, the institution that owns the ATM (or the network) may also assess a fee (surcharge) at the time of your transaction, including balance inquiries.

International ATM Card or Visa Debit Card Transactions:

The exchange rate between the transaction currency and the billing currency used for processing international ATM Card or Visa Debit Card transactions is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date.

RIGHT TO DOCUMENTATION

Terminal Transactions: You can get a receipt at the time you conduct a transaction using automated teller machines or point-of-sale terminals, unless your transaction totals \$15.00 or less.

Direct Deposits: If you have arranged to have direct deposits made to your Account at least once every sixty (60) Calendar Days from the same person or company, you can call Direct Banking toll-free to find out whether the deposit has been made.

Right to Stop Payment and Procedures for Doing so: Pre-authorized transfers from your Account(s) can be discontinued by calling us at Direct Banking or by writing to:

Deposit Operations Department
P.O. Box 1377
Lewiston, ME 04243-1377

To be effective a stop payment request must be received at least three (3) Business Days prior to the regularly scheduled payment date, and must precisely identify the account

number, date and amount of the payment, and the payee.

Your stop payment request will be effective after the request has been received by the Bank and the Bank has had a reasonable opportunity to act on it. If your stop payment request has been made orally, the Bank will send you a written confirmation. If your stop payment request is made in writing, you must use a form that is supplied by the Bank; this form will constitute written confirmation of your request. In either case, it is your responsibility to ensure that all of the information supplied on your written confirmation is correct and to promptly inform the Bank of any inaccuracies.

Unlike checks, you cannot place stop payments on purchases made with your Visa Debit Card.

UNAUTHORIZED TRANSFERS

Tell us AT ONCE if you believe your card, your PIN, or both has been lost, stolen or used without your permission, or if you believe that an electronic funds transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Deposit Account, plus your available overdraft protection. You should review and balance your Account statements promptly after you receive them or we make them available to you. In the event of errors or unauthorized use of your name, PIN or Visa Debit Card, you are bound by the time limitations applicable to the reporting of forgeries and errors as set forth in Part I of our Business Deposit Account Agreement.

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